

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR-CI-04-10560		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER PR-CI-04-10560	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TAMMY ADAMS				b. TELEPHONE NUMBER (No collect calls) (513) 487-2030	
						8. OFFER DUE DATE/LOCAL TIME 6/16/2004 03:00 PM	
9. ISSUED BY Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: 334516 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE				18a. PAYMENT WILL BE MADE BY CODE			
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHED DOCUMENTS						
							<i>(Attach Additional sheets as Necessary)</i>
25. ACCOUNTING AND APPROPRIATION DATA N/A						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
						DAVID H. PLAGGE	
32a. QUANTITY IN COLUMN 21 HAS BEEN				33. SHIP NUMBER		34. VOUCHER NUMBER	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
						37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
						40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK
BURDEN STATEMENTSTANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

<p>Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.</p>	<p>OMB NO: 9000-0136 Expires: 09/30/98</p>
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TABLE OF CONTENTS

1.	CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003)	Page 4
2.	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (MAY 2004)	Page 8
3.	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2004)	Page 13
4.	EVALUATION -- COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)	Page 17
5.	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (MAY 2004)	Page 17
	ADDENDUM TO FAR CLAUSE 52.212-4	Page 1-1
1.	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)	Page 1-2
2.	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)	Page 1-2
3.	PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page 1-3
4.	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page 1-3
5.	CONSIDERATION AND PAYMENT--TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)	Page 1-3
6.	OPTION FOR INCREASED QUANTITY--FIXED-PRICE CONTRACT (EP 52.217-982) (APR 1984)	Page 1-3
7.	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page 1-4
	STATEMENT OF WORK	Page 2-1
	BASE AND OPTIONAL LINE ITEMS	Page 3-1
	TECHNICAL EVALUATION INSTRUCTIONS	Page 4-1
	TECHNICAL PROPOSAL INSTRUCTIONS	Page 5-1

1. **CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full

particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*--(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves

the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C.

40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

2. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (MAY 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

X(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) of 52.219-5.

___(iii) Alternate II (JUNE 2003) of 52.219-5.

___(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-6.

___(iii) Alternate II (MAR 2004) of 52.219-6

___(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-7.

___(iii) Alternate II (MAR 2004) of 52.219-7

X(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (OCT 2001) of 52.219-9.

___(iii) Alternate II (OCT 2001) of 52.219-9.

___(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

X(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I (JUNE 2003) of 52.219-23.

___(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).

___(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

X(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___(22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___(23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

X(24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.O.s proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___(27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___(31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___(32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___(33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___(34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, *et seq.*).

___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective

Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3. INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2004)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices

in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*
(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is ``late'' and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the

Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*
 (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section,

Suite 8100,
470 East L'Enfant Plaza, SW, Washington, DC 20407,
Telephone (202) 619-8925,
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP),
Building 4, Section D,
700 Robbins Avenue,
Philadelphia, PA 19111-5094,
Telephone (215) 697- 2667/2179,
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for

a DUNS number.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

4. EVALUATION -- COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Attachment 3, Technical Evaluation Criteria

For this solicitation, an order will be placed with the offeror that represents the Best Value to the government. Price may not be the determining factor.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

5. OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (MAY 2004)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are

controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) Common parent.

[] Offeror is not owned or controlled by a common parent:

[] Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on

the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246* --(1) Previous contracts and compliance. The offeror represents that --

(i) It []has, []has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It []has, []has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It []has developed and has on file, []has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It []has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act - Free Trade Agreement -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act - Free Trade Agreement Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreement-Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act-- Free Trade Agreement-Israeli Trade Act``:

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government

contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed End Product*

Listed End Product	Listed Countries of Origin:
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

ATTACHMENT 1

ADDENDUM TO FAR CLAUSE 52.212-4

1. EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

2. COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM

policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

3. PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from contract award through to be determined upon award inclusive of all required reports.

4. TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 7 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

5. CONSIDERATION AND PAYMENT--TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)

The fixed price of this contract is to be determined upon award. Payment will be made upon delivery and acceptance of all required items.

6. OPTION FOR INCREASED QUANTITY--FIXED-PRICE CONTRACT (EP 52.217-982) (APR 1984)

(a) The Government may increase the quantity of work called for under this contract as follows:

Optional Items Number	Description	Optional Quantity Amounts	Delivery Date
0003	Extended Warranty for 2 nd Year after Acceptance Date in accordance with the attached SOW.	1	To be Determined
0004	Extended Warranty for 3 rd Year after Acceptance Date in accordance with the attached SOW.	1	To be Determined
0005	Extended Warranty for 4 th Year after Acceptance Date in accordance with the attached SOW.	1	To be Determined
0006	Extended Warranty for 5 th Year after Acceptance Date in accordance with the attached SOW.	1	To be Determined

(b) The Contracting Officer may exercise an option by written notice to the Contractor within the following time periods:

<u>Optional Item</u>	<u>Time Period for Exercising Option</u>
0003	Within 30 Days of Expiration of Previous Warranty Period
0004	Within 30 Days of Expiration of Previous Warranty Period
0005	Within 30 Days of Expiration of Previous Warranty Period
0006	Within 30 Days of Expiration of Previous Warranty Period

7. CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

ATTACHMENT 2

STATEMENT OF WORK

**Air Toxics Organic Analysis
Instrumentation Systems
High-Resolution Magnetic Sector
Mass Spectrometer**

Statement of Work

**U. S. Environmental Protection Agency
National Vehicle and Fuels Emissions Laboratory
2565 Plymouth Road
Ann Arbor, Michigan 48105**

Table of Contents

1.0 Overview and General Requirements

- 1.1 References
- 1.2 Background and Procurement Overview
- 1.3 General Description of the Air Toxics Organic Analysis Instrumentation
- 1.4 Safety, Health and Environmental Provisions
- 1.5 Electrical Requirements

2.0 Specifications

- 2.1 High Resolution Magnetic Sector Mass Spectrometer
- 2.2 High Resolution Magnetic Sector Mass Spectrometer Data System
- 2.3 Delivery and Training Requirements

3.0 Documentation Requirements

4.0 Acceptance Testing Requirements

5.0 Warranty

6.0 Optional Items

Appendix A.

Schedule of Deliverables

1.0 Overview and General Requirements

Section 1 of the Statement of Work provides an overview of the scope of the project and general requirements of the equipment being procured. Specific references, which provide important technical information or guidance, are listed in Section 1.1. Background and Procurement Overview information is presented in Section 1.2. A general description of the equipment covered by this Statement of Work, and associated requirements, is presented in Section 1.3. Other general requirements are covered in the balance of Section 1.

Contract deliverables and specific requirements are addressed in detail in subsequent sections of the Statement of Work.

1.1 References

All references shall be the most current available as of the date of this contract.

- 1.1.1 ISO 17025 - General Requirements for the Competence of Testing and Calibration Laboratories
<http://www.iso.org/iso/en/CatalogueDetailPage.CatalogueDetail?CSNUMBER=30239>

- 1.1.2 NFPA 70, National Electrical Code (<http://www.nfpa.org>)

1.2 Background and Procurement Overview

- 1.2.1 As part of the Clean Air Act and its Amendments, a variety of new emissions regulations have been implemented for vehicles and engines. The EPA National Vehicle and Fuels Emissions Laboratory (NVFEL) has undertaken a comprehensive program to implement new and refined test systems to enhance the capabilities to conduct low level emissions testing, of the highest precision and accuracy, on a broad range of vehicles and engines.
- 1.2.2 In its role as a National Laboratory for the measurement of regulated emissions, and fuel quality, NVFEL plays a critical role in those measurements. To support that role, EPA seeks to purchase a high resolution gas chromatograph - magnetic sector mass spectrometer as a major part of its Air Toxics Organic Analysis Instrumentation system.
- 1.2.3 For the equipment specified, the contractor shall have total system responsibility, which shall include all phases of the project, design/configuration, assembly, integration, quality assurance, delivery to EPA-NVFEL, installation, calibration, commissioning, acceptance testing, documentation and training of

EPA staff. The contractor shall be responsible for documenting measurement traceability and system acceptance in a manner suitable for audit to ISO standards.

1.3 General Description of the Air Toxics Organic Analysis Instrumentation

- 1.3.1 The Air Toxics Organic Analysis Instrumentation shall include a 2-sector, double-focusing, high resolution mass spectrometer system, with a gas chromatograph, data system and interface(s) that meet the specifications stated in Sections 2.1 and 2.2.
- 1.3.2 It is necessary that the Data Systems of this instrument be easily networked with the existing Chem Lab network, which is currently running Windows NT, or Windows 2000 in the future.

1.4 Safety, Health and Environmental Provisions

- 1.4.1 Providing for a safe working environment is the highest priority in all EPA equipment purchases and installation activity. The contractor shall abide and comply with any relevant building and safety codes specified by NEC, OSHA, and NFPA wherever they might apply, to create a safe system and work environment.
- 1.4.2 Significant risk factors such as noise, ventilation of toxic gases, heated surfaces, electrical shock, and safety interlocks to prevent accidental errors shall be evaluated by the contractor, and control measures to ensure the safety of operations and maintenance personnel shall be implemented by the contractor wherever feasible.
- 1.4.3 As required by OSHA, all equipment shall be designed to provide for straightforward lockout protection in accordance with OSHA regulations. Written lockout instructions, in hard copy and electronic formats, shall be provided by the contractor as part of the "as installed" documentation package.
- 1.4.4 Sound dampening/suppression devices and/or materials shall be installed as needed to limit noise levels to 60db at 10 feet from any devices delivered and installed under this contract.
- 1.4.5 The contractor shall consider energy efficiency in all component selection, system design and operational strategies. Energy efficient equipment, such as those with The "Energy Star" designation shall be utilized when possible.
- 1.4.6 The contractor shall strive for the minimization of the generation

and release of harmful materials to the environment in all component selection, system design, and operational strategies and installation requirements of this contract. Requirements for venting of effluents must be clearly stated in the installation documentation. Toxic and Combustible monitoring equipment is not required.

- 1.4.7 The contractor shall provide the NVFEL Project Officer with a complete list of chemicals to be utilized during installation and commissioning operations at NVFEL, and their associated Material Safety Data Sheets (MSDS), at least four weeks prior to system installation.

1.5 Electrical Requirements

- 1.5.1 EPA will provide the following 3 types of power panels, as required, within 50 feet of the point of use. Motor and other noisy loads shall not be allowed on the clean power grid.

208 VAC/120 VAC, 1 phase, 60 Hz, utility grade power
 480 VAC/277 VAC, 3 phase, 60 Hz, utility grade power
 208 VAC/120 VAC, 1 phase, 60 Hz, clean power

The single phase 120 VAC is $\pm 5\%$, i.e., 114 to 126 VAC.

- 1.5.2 All equipment shall be installed in accordance with the most recent edition of NFPA 70, National Electrical Code and required local codes.
- 1.5.3 Equipment design and installation shall permit operation in compliance with Occupational Safety & Health Administration (OSHA) Standards Part Number 1910. Electrical equipment shall comply with Part 1910 Subpart S.
- 1.5.4 Equipment design and installation shall be in compliance with the most recent edition of NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.
- 1.5.5 Equipment design and installation shall provide energy-isolating devices required for equipment operators to follow the OSHA rule on the Control of Hazardous Energy (Lockout/Tagout) of Title 29 of the Code of Federal Regulations (29 CFR) Part 1910.147.
- 1.5.6 All electrical cables shall be isolated from gas lines.
- 1.5.7 All power receptacles shall be heavy duty, industrial grade.
- 1.5.8 Any clean/uninterruptible power outlets shall be clearly marked and in a color selected by the Project Officer.

- 1.5.9 Any clean/uninterruptible power outlets shall be isolated from utility grade power systems and installed in accordance with the principles of IEEE Std 1100.
- 1.5.10 Control and signal cables shall be isolated from power cables. All signal cabling shall not be adversely affected due to capacitive or inductive interference.
- 1.5.11 All Control and signal cables/wires shall be permanently labeled with to/from and signal/function name information that corresponds with the provided electrical schematic.
- 1.5.12 Digital I/O communications channels shall conform to recognized industry standards such as HPIB, IEEE 802, RS232, RS485, IEEE 488, IEEE 1394, or USB.
- 1.5.13 The contractor shall provide complete electrical schematics in its final documentation package.

2.0 Specifications

2.1 Magnetic Sector Mass Spectrometer

The magnetic sector mass spectrometer shall include the following items:

- 2.1.1 The Basic Unit shall be a High Resolution, 2-sector, double focusing magnetic mass spectrometer having a Resolution $\geq 60,000$ with 10% valley, in the EI mode at m/z 84.
- 2.1.2 High vacuum on the unit is to be accomplished with high capacity turbo molecular pumping.
- 2.1.3 The unit shall include the following ion sources and interfaces, meeting the following minimum performance requirements:
 - (a) A capillary GC-MS interface, all glass, with variable temperature of 50°C to $\geq 380^\circ\text{C}$
 - (b) The standard sample inlet, with variable temperature of 50°C to $\geq 170^\circ\text{C}$
 - (c) An EI/CI combination source, with variable temperature of 230°C to $\geq 350^\circ\text{C}$, and a spare EI/CI ion source and lens
 - (d) A Desorption Chemical Ionization probe with a current ramp range of at least 0 to 1.5A, and a variable ramp rate of at least 4A/min.
 - (e) A Direct Insertion Probe that is water cooled and heated, with a ramp temperature range of $\leq 50^\circ\text{C}$ to $\geq 500^\circ\text{C}$, and a variable ramp rate of at least $256^\circ\text{C}/\text{min}$.

- (f) Field Desorption/Field Ionization probes with a counter electrode having variable voltage at least equal to 0 to - 5kV, and a variable emitter current at least equal to 0 to 100mA
- (g) A Fast Atom Bombardment source and sampling probe with a range at least equal to 1 to 6 keV
- (h) A tunable source providing highly selective ionizing potential from zero to 70eV, with a bandwidth of 0.4eV energy resolution, such that individual series of compounds may be ionized and analyzed to the exclusion of others.

2.1.4 A heated sample reference inlet reservoir shall be included in the system.

2.1.5 The Gas Chromatograph shall be an Agilent 6890GC w/ EPC, or equivalent, with the following installed:

- (a) a Split/Splitless capillary injector
- (b) a Programmable Cool-On-Column capillary injector
- (c) a Liquid Autosampler including controller, tower, tray, and cables

The Basic Unit shall meet the following minimum performance standards:

2.1.6 The Basic Unit shall have a range $\geq 2,400$ amu @ 10kV accelerating potential ($\geq 24,000$ @ 1kV), a field configuration = BE, and an ion current $\geq 4E-7$ coulombs/uG @ R=1000, $V_a=10$ kV, on methyl stearate M^+ , in the EI mode.

2.1.7 The slits on the basic units are to be continuously adjustable under computer control and the magnet is to have ≤ 0.1 sec./decade scan time.

2.1.8 The high vacuum system of Paragraph 2.1.2 shall achieve an ultimate vacuum $\leq 3E-7$ Torr.

2.1.9 Selected Ion Monitoring is to be accomplished with at least an accelerating voltage switching of 0.05 sec./channel, and a magnetic field switching of 0.1 sec./channel.

2.1.10 The detection system must be capable of both positive and negative ion detection from 0 to ± 10 kV, with an electron multiplier that is continuously variable from -1 to -4 kV.

2.1.11 The spectrometer shall have a linked scan and neutral loss scan unit, and include a collision cell in the second field-free region.

- 2.1.12 All support equipment must be included such as an air compressor that operates in the range 350 - 470 kPa, a closed cycle water chiller, and all manuals and circuit diagrams.

2.2 **Magnetic Sector Mass Spectrometer Data System**

The magnetic sector mass spectrometer data system shall include the following items:

- 2.2.1 A workstation that is fully compatible with the Mass Spectrometer System and shall include:

2.2.1.1 A Data System processor.

The Data System processor is to include the following items that perform at the following levels:

- (a) 16-bit (or 32-bit) CPU that runs at 500 MHz or faster
- (b) an acquisition processing unit
- (c) buffer memory of 1 MB or more
- (d) direct memory access from the acquisition processing unit to the CPU
- (e) a 16-bit (or 32-bit) analog-to-digital-converter with autogain
- (f) 4 GB or more of random access memory
- (g) a minimum of 2 free slots

2.2.1.2 A 19" flat panel color, or larger, monitor with True Color at a minimum of 1024 x 768 screen resolution.

2.2.1.3 An optical mouse & keyboard

2.2.1.4 An HP LaserJet color printer, or equivalent

- 2.2.2 The contractor shall install the complete operating system for the magnetic sector mass spectrometer data system. (Win NT or WIN 2000 preferred)

- 2.2.3 The Disk Drives provided with the magnetic sector mass spectrometer data system shall include:

- (a) a 40 GB (or greater) hard drive
- (b) a 5.2 GB optical drive for data archive
- (c) a 1.44 MB floppy drive
- (d) a DVD read and write optical drive for data archive
- (e) CD-RW drive.

For items (d) and (e) write capability as well as read is required, but not necessarily re-write capability.

2.2.4 Software requirements of the magnetic sector mass spectrometer data system.

The software for the system must include programs to accomplish the following tasks:

- (a) peak monitoring, tuning
- (b) a system monitor
- (c) a low and high resolution program for control and acquisition
- (d) a low and high resolution program for data processing
- (e) elemental composition calculation
- (f) theoretical ion distribution calculation
- (g) continuous data accumulation program
- (h) mass peak accumulation measurement
- (i) mass peak accumulation data processing
- (j) linked scanning
- (k) selected ion monitoring measurement
- (l) selected ion monitoring data processing
- (m) data quantitation
- (n) library searching

The NIST/EPA/MSDC Mass Spectral Database and the Wiley Registry of Mass Spectral Database, and software for each, is required.

2.2.5 The contractor shall provide the operation manual for the data system. A CD-ROM version of the operation manual is acceptable.

2.3 Delivery and Training Requirements

2.3.1 Shipping, delivery, installation, and proof of specs in NVFEL lab shall be included.

2.3.2 The contractor shall provide training on the High Resolution Magnetic Sector Mass Spectrometer. Training shall consist of on-site operator training at the time of installation, followed by at least one operation and maintenance training course at the manufacturer's facility, including software training.

3.0 Documentation Requirements

3.1 The contractor shall provide complete "Lock-Out, Tag-Out" instructions for equipment requiring energy-isolating devices in accordance with the OSHA rule on the Control of Hazardous Energy (Lockout/Tagout) of Title 29 of the Code of Federal Regulations (29 CFR) Part 1910.147.

- 3.2 The contractor shall provide complete documentation of the quality control features of the delivered systems, and instructions as to their maintenance and utilization. This documentation shall be sufficient to provide system documentation and instruction to satisfy the relevant requirements of ISO 17025 - General Requirements for the Competence of Testing and Calibration Laboratories
- 3.3 The contractor shall supply a list of consumable items with recommended supply sources, as well as a recommended spare parts list for routine maintenance operations along with a list of those parts and recommended supply sources.
- 4.0 Acceptance Testing Requirements**
- 4.1 The contractor shall develop a comprehensive final acceptance plan, approved by EPA, which will efficiently verify that all requirements contained in this Statement of Work, and referenced documents, have been achieved in the delivered system(s), and for compliance with specifications. This testing shall take place at NVFEL. The contractor shall provide all standards for this testing.
- 4.2 The contractor shall deliver a satisfactory acceptance plan to the EPA Project Officer at 30 days prior to the start of the acceptance process. Prior to commencement of acceptance testing, the EPA Project Officer must approve the acceptance plan, in writing. Once approved, the contractor shall provide the EPA Project Officer with a schedule of acceptance activities at least 7 days in advance.
- 4.3 The measurement performance of each analytical instrument shall be checked as part of the acceptance test process. Performance shall be demonstrated for each function of each instrument.
- 4.4 All computerized functions shall be tested as part of the acceptance process.
- 4.5 All acceptance testing shall be the responsibility of the contractor. The contractor, at the contractor's expense, shall rectify all non-compliant conditions. If repairs or changes are made, the contractor shall repeat acceptance testing to demonstrate the acceptable quality of the final product, to the extent necessitated by the scope of the repair or change. The contractor shall prepare a report for each phase of acceptance testing that clearly describes all the various tests and reviews conducted as part of the acceptance activity, the outcomes of those tests and a description of follow up actions, as required.

Test reports shall be clearly cross referenced to the requirements of the Statement of Work and other significant performance details established during the technical interchange process.

- 4.6 EPA personnel shall observe the acceptance process. The EPA Project Officer may waive the opportunity to observe certain aspects of the acceptance process.
- 4.7 The acceptance plan shall be cross-referenced, section by section in a straightforward manner, to the requirements of this Statement of Work. The plan shall be designed in such a manner as to also form the basis of a final acceptance report. The acceptance plan shall also address all other requirements deemed significant and appropriate by the contractor, based on the specific design and configuration of their system and significant proprietary features.
- 4.8 Acceptance tests shall statistically demonstrate compliance with the parametric requirements of this Statement of Work within stated levels of uncertainty.
- 4.9 Acceptance tests shall also demonstrate that the system is computer virus free. Once delivered, EPA will scan the delivered computer systems and witnessed by the contractor before any connection is made to EPA computers or network systems. While completing work on-site under this contract, if using removable media, virus scans shall be conducted before and after any system updates are performed. Infected computers and/or media will be returned to the contractor for resolution. At its discretion, EPA virus scans may be waived for non-Windows systems.
- 5.0 Warranty**
- 5.1 The contractor shall warranty all parts, labor, control systems, and equipment for the performance and functionality of its systems for a minimum of one year after formal EPA system acceptance and approval.
- 5.2 This warranty shall provide for on-site, cost-free repair or replacement failed components, to include material, labor and all associated expenses. This warranty shall not reduce any requirement in this Statement of Work. The contractor shall outline its complete warranty provisions.
- 6.0 Optional Items**
- 6.1 The contractor shall offer an option for an Extended Service

Contract, renewable every year for a period of 4 years from the date of acceptance plus one year for the initial warranty period.

Appendix A

Schedule of Deliverables

Dates shown are nominal completion deadlines relative to the contract award date or exercise option date. Where dates are not shown, the contractor shall propose appropriate dates at the Project Kickoff Meeting. All days are calendar days. All Technical Interchange Meetings (TIMs) are to be held at EPA-NVFEL. Video conferencing will be an acceptable alternative for some meetings. The contractor or EPA, as needed, may schedule TIMs.

Deliverable	Completion Date
Project Kickoff Meeting and Site Survey at EPA-NVFEL	30 days after contract award
Begin Monthly Status Reports/Open Item Tracking Submission	Starting after project kickoff
Submission of Proposed Acceptance Plan	90 days after contract award
Proposed Acceptance Plan Review TIM	No date specified
Submission of Final Acceptance Plan	105 days after contract award
EPA Acceptance Plan Review	No more than 7 days after submission
Submission of Calibration Reports and Measurement Traceability Documentation	No date specified
Submission of Installation Material Safety Data Information to EPA for Approval	No date specified
Equipment Delivery Date Confirmation to EPA	7 days in advance of shipment
EPA-Provided Contractor Safety Training	No date specified
Delivery of all equipment to EPA	180 days after contract award
Equipment Installation	210 days after contract award
Final Acceptance Testing Completed - Performance test must meet specs on each instrument and system	270 days after contract award

Training and Submission of all Documentation <ul style="list-style-type: none">- Calibration, verification, and maintenance- List of proprietary messages, if any- Lock-out / Tag-out instructions- Quality Control features- List of Consumables	300 days after contract award
Final EPA Approval	No date specified

ATTACHMENT 3

BASE AND OPTIONAL LINE ITEMS

Base System Item Number	Description	Optional Quantity Amounts	Unit Price	Extended Price	Delivery Date
0001	Magnetic Sector Mass Spectrometer in accordance with the attached SOW.	1	\$_____	\$_____	To be Determined
0002	Magnetic Sector Mass Spectrometer Data System in accordance with the attached SOW.	1	\$_____	\$_____	To be Determined
			Total:	\$_____	
Optional Items Number	Description	Optional Quantity Amounts	Unit Price	Extended Price	Delivery Date
0003	Extended Warranty for 2 nd Year after Acceptance Date in accordance with the attached SOW.	1	\$_____	\$_____	To be Determined
0004	Extended Warranty for 3 rd Year after Acceptance Date in accordance with the attached SOW.	1	\$_____	\$_____	To be Determined
0005	Extended Warranty for 4 th Year after Acceptance Date in accordance with the attached SOW.	1	\$_____	\$_____	To be Determined
0006	Extended Warranty for 5 th Year after Acceptance Date in accordance with the attached SOW.	1	\$_____	\$_____	To be Determined
			Total:	\$_____	

ATTACHMENT 4

TECHNICAL EVALUATION INSTRUCTIONS

Technical Evaluation Criteria**Air Toxics Organic Analysis Instrumentation Systems for EPA NVFEL
High Resolution Magnetic Sector Mass Spectrometer****Evaluation - Commercial Items (FAR 52.212-2) (Jan 1999)**

- A. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Evaluation of offers shall include all requirements of the Statement of Work (SOW), including Options. An offer must include the minimum requirements of the Statement of Work, including Options to be considered for award. The technical criteria set forth below shall be used to evaluate offers. In addition, price will be a consideration.

Offerors shall provide information to demonstrate/substantiate that the proposal meets the minimum requirements set forth below.

Offerors shall:

1. Demonstrate that the proposal meets all the minimum requirements of the Government and fulfills EPA's needs as set forth and described in the SOW and Technical Proposal Instructions. In addition, proposals shall clearly address how the proposal meets or exceeds requirements in the following critical aspects:
 - a. Demonstration of performance to meet the specifications of the complete magnetic sector mass spectrometer system, in particular the tunable ion source, or equivalent, to provide an effective and workable system, including examples. Additionally, demonstration of performance to meet the specifications of the associated data systems, including software.
 - b. Inclusion of accessories hardware and software specified to enable all of the techniques required by the SOW. Implementation and integration of all the test data collection, processing, transfer, and reporting methods to facilitate user friendly information management tools.
 - c. Documentation to show that all analytical instruments meet the requirements for accurate and precise low level concentration measurements, and selectivity, with examples. Additionally, demonstrate the performance of any auxiliary QC equipment, methods, or analytical techniques that are used to assure the system validity and integrity.

- d. Configuration of the measurement and sample handling systems to minimize system contamination and measurement errors. Integration of Safety, Health and Environmental considerations to assure system integrity.
 - e. Demonstration of how the requirements identified in the SOW, such as Section 2.0 will be satisfied to effectively deliver and install an acceptable magnetic sector mass spectrometer system. These include, but are not limited to: Project planning, scheduling, and issue tracking, and an Acceptance Test Plan that addresses Working On-Site at NVFEL, Installation, Commissioning, Acceptance Testing, Warranty, Documentation, and User Training.
- 2. Demonstrated experience with development of fabrication and installation of similar equipment to that described in the SOW.
 - 3. Offeror's past performance which is similar in nature to this requirement.

B. Responses to the above factors shall be evaluated on the following scale:

Unacceptable:	Does not meet all requirements of the SOW.
Acceptable:	Meets minimum requirements of the SOW.
Superior:	Exceeds the Government's minimum requirements.

C. After the responses have been evaluated against the factors above, a contract is expected to be placed with the offeror that represents the **Best Value** to the government. Price may not be the determining factor. Best and final offers should be provided. Discussions may be conducted as necessary at the government's discretion after receipt of proposals.

D. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ATTACHMENT 5

TECHNICAL PROPOSAL INSTRUCTIONS

Technical Proposal Instructions**Air Toxics Organic Analysis Instrumentation Systems for EPA NVFEL
High Resolution Magnetic Sector Mass Spectrometer****General Requirements**

Offerors shall provide one original and three (3) copies of its technical proposal.

In its proposal, the offeror shall propose a Magnetic Sector Mass Spectrometer measurement system as described in the Statement of Work (SOW). Proposals shall be structured in a manner that clearly and specifically address each individual requirement, in the same order and format in which they are presented in the SOW. The following instructions are intended to further define certain information critical to proposal evaluation. In its proposal, the offeror shall describe significant ways that the delivered systems will support operational efficiency, including reliability and maintainability. This shall include any significant ergonomic considerations with respect to physical design, layout, clarity and ease of use of operator interface with automated systems.

Offeror proposals shall include a list of system electrical requirements, including kVA and kW required, amperage per phase, and number of phases required for each type of power, including specific requirements for voltage, amperage, phase and requirements for clean power. Requirements for equipment loads exceeding 3kW or loads with high inrush current shall be separately identified in the proposal. Loads greater than 1kW and with a power factor less than 0.8 shall be identified in the proposal. Any unusual requirements for electrical power or equipment grounding shall be identified in the proposal.

The offeror shall provide a complete description of the hardware and operating software, complete warranty provisions and recommended maintenance and calibration intervals.

Specific Requirements:

- (a) Proposals shall address all minimum requirements set forth in the SOW, and also explain any way their proposed solutions would enhance the performance of the delivered Magnetic Sector Mass Spectrometer measurement system beyond the minimum requirements. Proposals shall be structured in a manner that clearly and specifically addresses each individual requirement, in the same order and general format in which they are presented in the SOW. **Typically, the proposal should include both an affirmative statement and explanation of how the contractor's proposed equipment will meet the requirements. Offerors may use product literature submitted with its proposal to addresses individual SOW requirements. If using product literature to address individual**

requirements, offerors should clearly provide where the information can be found in the product literature. In addition, offerors shall include the following information in its response to the Technical Evaluation Criteria:

- a. The offeror shall fully describe and illustrate the design of the magnetic sector mass spectrometer and associated GC, provide examples of how the tunable ion source, or an equivalent technique, meets the requirement, and also describe the associated data systems in its proposal. (Ref: Sections 2.1 and 2.2 of the SOW)
 - b. The proposal shall describe the accessories specified in the SOW, and show how the instrumentation accomplishes the required techniques. Documentation submitted with the proposal shall describe the system specifications, and demonstrate with test data, the performance of the analytical instruments.
 - c. In its proposal, the offeror shall explain and demonstrate, with data, how accurate and precise low level analyses are accomplished by its systems. Specific details on system range, sensitivity, selectivity and resolution shall be provided. The offeror shall also provide a description of Quality Control mechanisms that will assure compliance with contract requirements and how the products delivered will support a system of on-going quality control. The offeror shall describe its general approach to quality control in its proposal.
 - d. The offeror shall describe and illustrate conceptual or nominal proposed equipment configurations in its proposal. The offeror shall provide a summary of its safety, health and environmental considerations in its proposal.
 - e. Provide detailed project schedule information and affirmative statements regarding the offerors ability to meet delivery requirements outlined in the SOW. Offerors shall specifically identify how they plan to meet the schedule of delivery requirements for installation, commissioning, and acceptance testing for the requirement, including any options exercised.
2. The offeror shall include information on previous work that demonstrates experience with development of magnetic sector spectrometry systems. This listing shall include a brief description of each system. In lieu of a contract listing, or in addition to the contract listing, offerors should provide information drawings, photographs, technical data or papers, catalogs, project management information to establish general acceptance.
 3. The contract shall submit a list of contracts and subcontracts

completed which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and Local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Provide for each cited contract and/or subcontract the name of the client, a point of contact, address, phone number, e-mail address if applicable, and the period of performance.